

**POLE ATTACHMENT AGREEMENT**

**BETWEEN**

**STATE OF NEW HAMPSHIRE**

**AND**

**UNITIL ENERGY SYSTEMS, INC.**

**CCTV CAMERAS**

## Pole Attachment Agreement

Unitil Energy Systems, Inc (the Company), a New Hampshire corporation with a principal place of business of 6 Liberty Lane West, Hampton, NH grants to the State of New Hampshire (the State), Division of Plant and Property, located at North State Street, Concord, New Hampshire, permission to attach surveillance cameras and associated equipment to pole numbers LP2-0-0-0 and LP3-0-0-0 located on Park Street, Concord, NH, with the following stipulations;

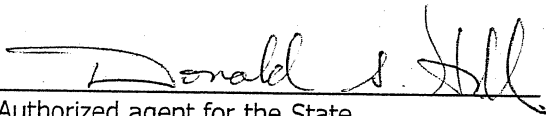
- 1) The State shall, at its own expense, install, service and maintain its attachments on the Company's poles in a safe condition and in a manner acceptable to the Company, and shall place such attachments in accordance with the Company's requirements and specifications;
- 2) Should the Company need to attach additional facilities to its poles or replace any of such poles, the State will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by the Company.
- 3) If the Company deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove the State's attachments at the State's expense. The Company shall make reasonable efforts to contact the State as circumstances permit before taking such action. If the State's attachments are removed, they are to be returned to the State.
- 4) No attachment, however extended, to the Company's poles shall create or vest in the State any ownership or property rights in such poles. Nothing contained in this agreement shall be construed to require the Company to construct, retain, extend, place or maintain any pole or other facility not needed for the Company's own service requirements. Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition against the Company entering into agreements with other parties regarding the poles covered by this agreement.
- 5) The Company will not be liable for any damages to the State's attachments, nor does the Company guarantee the performance of the State's attachments at this location, further, the Company is not liable for maintenance or repair of the State's attachments.
- 6) The State recognizes that said poles are installed primarily for the purpose of providing street lighting at the request of the City of Concord, therefore, in the event the City requests the street lighting to be removed, the Company will not be liable to maintain the poles for the State's attachments;
- 7) The Company retains the right to cause the State to remove said attachments with 30 days written notice;
- 8) Neither party shall be responsible for the negligent acts of omission or commission of the officers, employers, agents, or subcontracts of the other party. However, during the term of this Agreement, the State shall require that any contractor, subcontractor or agent the State contracts with to install, service, or maintain the State's attachments agree to defend, indemnify, and hold harmless the State and Unitil Corporation and its subsidiaries from and against any and all losses suffered by the State and Unitil Corporation or its subsidiaries, their officers and employees, and any and all claims, liabilities or penalties asserted against the State or Unitil Corporation or its subsidiaries, their officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts and/or omissions of the contractor, subcontractor or agent.

subcontractors or those under its or their control, including any damages incurred to the Company's property. A current copy of any contract between the State and any contractor, subcontractor or agent to install, service or maintain the State's attachments shall be provided to the Company.

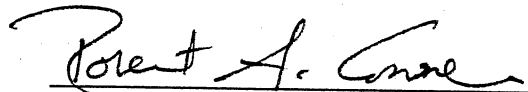
- 9) The Company shall bill the State for electric service for the attachments pursuant to Schedule G-2 of General Delivery Service Schedule G as amended, or its successor Schedule. Until such time as service to these attachments is metered, for billing purposes the monthly kilowatt-hours ("kWh") shall be set at 175 kWh per month, and the demand shall be 0.2 kW per month for each attachment, with a monthly minimum demand of 1.0 kW. For any bill rendered by the Company to the State hereunder, payment is due according to the Terms and Conditions of the Company's Tariff.
- 10) This agreement remains in effect until cancelled by either party with 30 days written notice mailed to designated contacts at their mailing addresses. Upon cancellation by either party, the Company shall permit the State to access the poles to remove the attachments.

This document constitutes the complete agreement relative to this attachment and equipment involved. There are no other stipulations or encumbrances on either party.

Agreed to this 19 day of November 2004,

  
Authorized agent for the State

Donald S. Hill  
Contact  
25 Capitol Street, Room 120  
Address CONCORD, NH 03301

  
Authorized Agent for the Company

ROBERT CONNER  
Contact  
7 LIBERTY LANE WEST  
Address HAMPDEN, NH 03842